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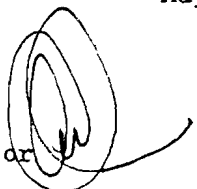
WORKSESSION  
May 29, 1986  
2:00 PM

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M E M O R A N D U M

May 27, 1986

TO: County Council

FROM: Arthur W. Spengler, Council Staff Director 

SUBJECT: Worksession: Bill 19-86, County Employee Collective Bargaining

The following materials are attached:

- ° The key issues which the Council must decide (pages i - iii)
- ° Bill 19-86 (pages 1 thru 32)
- ° Amendments as Introduced (pages 35 thru 48)
- ° Summary of the public hearing testimony and correspondence received (pages 49 thru 55)

AWS/jm

B571-95



Montgomery County Collective Bargaining Law -- Summary

Key Provisions

1. Two bargaining units -- (Service Labor, and Trades [SLT] and Office, Professional, and Technical [OPT] units), with certain exclusions; no supervisory unit. [Sections 33-102(4), 105, 106].

Amendment: Single unit of all employees. [Amendment #1]. (35)(36)

2. Exclusions from the bargaining units: The employees excluded from the collective bargaining units are in most respects the same as those excluded from the meet and confer units. There have, however, been some additions to the list of those excluded from the units, principally all employees in the Office of the County Executive and the Office of the CAO, all County Council employees, officers in the uniformed services in the rank of sergeant and above, State Merit System employees, all persons in Grade 27 or above, temporary employees, and newly hired employees on probationary status. [Section 33-102(4)].

3. Choice of Collective Bargaining Representative  
[Section 33-106].

The draft provides for an election in which the employees may express their desires with respect to collective bargaining. The bill further provides that a majority of those voting will determine the outcome. An amendment provides that a majority of the unit must participate in the election for the result to be determinative. [Amendment #2]. (37)

The bill also provides an alternative to an election, which is that the Labor Relations Administrator may accept cards or petitions signed by a majority of the employees designating the incumbent meet and confer Union as the bargaining representative, unless another Union, or 10% of the employees in the unit, have petitioned for an election. An amendment provides that the only method of choice shall be an election. [Amendment #3]. (38)

4. Subjects of Bargaining [Section 33-107(a)].

A. Salaries and wages; hours and working conditions; health and safety.

B. Agency Shop, with religious exception (from state teacher law).

Amendments: (1) No agency shop is permissible, or (2) agency shop is permissible only for new employees and



## Montgomery County Collective Bargaining Law -- Summary

employees who have not reached 10 years service as of the effective date of the bill. [Amendments #s 4 & 5]. (39) (40)

C. Pensions: (1) The bill states the County must bargain only about defined-contribution pension plans for new employees and for current employees who may choose to switch from their existing defined-benefit plan to a defined-contribution plan. Such bargaining would not occur unless and until the County enacts a law establishing a defined-contribution plan for new employees. The existing defined-benefit plans for current employees would not be subject to bargaining.

Amendment: No bargaining on pensions. [Amendment #6]. (41)

D. Binding grievance arbitration.

Amendment: Binding grievance arbitration for discipline and discharge cases only; for other cases arbitration is advisory only, unless the parties agree the decision in a particular case will be binding. [Amendment #7]. (42)

E. "Effects" bargaining. The bill does not import the provision of the police law which mandates bargaining about "the effect on employees of management's exercise" of all its management rights. The bill confines "effects" bargaining to bargaining about effects on employees when the exercise of management rights causes the loss of bargaining unit jobs. An amendment uses the police law's broad "effects" bargaining language. [Amendment #8]. (43)

5. Management rights [Section 33-107(b)]. The bill adds more detail to the management rights section than is in the police law. Note: One of the stated management rights is the right to contract out, modified by a proviso that no contracting of work which will displace employees may be undertaken by the County without 90 days notice to the Union.

6. Bargaining impasse to be broken with fact-finding, not binding arbitration [Section 33-108]. The fact-finder makes recommendations on disputed issues. Parties bargain 10 more days. If full agreement is not reached, Council gets recommendations of fact-finder and both parties, participates in final bargaining as in police law, and has the final say as in police law.

7. Timing of bargaining [Section 33-108]. Under the bill, bargaining would commence no later than November 1, 1986, if a Union is certified as the bargaining representative. Therefore, bargaining would start with the present Executive, and finish with the new Executive and the new Council. Under this schedule the first contract would be effective July 1, 1987. An amendment provides for bargaining of a short contract for 1986-87 that would contain only non-economic items. [Amendment #9 and #13] (44) (45)



Montgomery County Collective Bargaining Law -- Summary

8. Labor Relations Administrator [Section 33-103]. This official, appointed by the Executive and confirmed by the Council, conducts elections and judges "prohibited practices", as in police law. The initial term of the LRA is four years. Further terms are five years. The Union is able, if it chooses, to veto the LRA's re-appointment. An amendment gives the Union a formal role in the appointment process. [Amendment #10]. (45)

9. Mandated 75% cost-of-living law is repealed for all County government personnel if and when the employees eligible for collective bargaining choose a Union pursuant to the new law. [p. 5 of bill].

10. Meet and confer stays on books for now, but would become inapplicable if and when employees choose a Union pursuant to the new law. [p. 4 of bill]. An amendment provides that State merit system employees, who are excluded from collective bargaining under the bill, would keep meet and confer rights. [Amendment #12]. (47)

INDEX TO ARTICLE VII - EMPLOYER-EMPLOYEE COLLECTIVE BARGAINING

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Bill No.: 19-86  
Concerning: County Employee  
Collective Bargaining  
Draft No. & Date: STAFF - 3/17/86  
Introduced: March 25, 1986  
Expires: September 25, 1987  
Enacted:  
Executive:  
Effective:  
Sunset Date: None  
Ch. \_\_\_\_\_, Laws of Mont. Co., FY \_\_\_\_\_

COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND

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By: Personnel Committee

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AN ACT TO:

- (1) establish a framework for public employer-employee labor relations;
- (2) provide the method for designating an employee organization as the exclusive representative of public employees in the appropriate unit;
- (3) provide procedures for collective bargaining of wages, hours, and other terms and conditions of employment;
- (4) provide for the appointment of a labor relations administrator;
- (5) define the rights of employees, employee organizations, and the public employer;
- (6) prohibit certain conduct;
- (7) provide procedures for resolving differences between the public employer and employees;
- (8) generally assure uninterrupted operation of government services; and
- (9) generally provide for the establishment of County employee collective bargaining.

By amending  
Chapter 33, Personnel  
Section 33-11(b) of the Montgomery County Code

By adding

Chapter 33, Personnel

Sections 33-63A and 33-74(d), and Article VII of the  
Montgomery County Code

- EXPLANATION:
- **Boldface** indicates matter that is a heading or a defined term.
  - Underlining indicates matter added to existing law.
  - [[Double Brackets]] indicate matter repealed from existing law.
  - **CAPITALS** indicate matter quoted from existing law which is added to the bill by amendment.
  - UNDERLINED CAPITALS indicate matter added to existing law by amendment to the bill.
  - ~~strikethrough~~ indicate matter deleted from the bill by amendment.
  - \* \* \* indicates existing law unaffected by the bill.

The County Council for Montgomery County, Maryland, approves the following act:

01           Sec. 1. Section 33-11(b) is amended to read as follows:

02           33-11. Classification; salary and wage plans.

03           (b) Uniform salary plan. [[There is hereby established for all  
04           classes of positions in the merit system a uniform salary plan entitled the  
05           "general salary schedule" which shall contain grades, salary rates and ranges  
06           for each grade. All classes of positions shall be assigned an appropriate  
07           grade under the general salary schedule by the chief administrative officer.  
08           All positions involving comparable duties, experience, responsibilities and  
09           authority shall be paid comparable salaries in accordance with the relative  
10           value of the services performed. In establishing salary rates, consideration  
11           shall be given to experience, prevailing salary rates for comparable services  
12           in both the public and private sectors, living costs, and fringe and other  
13           benefits received by the employee under the merit system. The chief  
14           administrative officer shall, subject to the approval of the county council,  
15           promulgate and from time to time amend the general salary schedule,  
16           compensation policies for overtime, pay differential and other appropriate  
17           salary and wage benefits.]]

18           (1) Subject to approval by the County Council, the Chief  
19           Administrative Officer must issue and periodically amend a  
20           uniform salary plan known as the "general salary schedule" for  
21           all classes of positions in the merit system.

22           (2) The general salary schedule must contain grades, salary rates,  
23           and salary ranges for each grade.

24           (3) The Chief Administrative Officer must assign an appropriate  
25           grade under the general salary schedule to all classes of  
26           positions.

27           (4) All positions involving comparable duties, experience,

responsibilities, and authority must be paid comparable salaries in accordance with the relative value of the services performed.

(5) In setting salary rates, the Chief Administrative Officer must consider experience, prevailing salary rates for comparable services in both the public and private sectors, living costs, and fringe and other benefits received by the employee under the merit system.

(6) Subject to approval by the County Council, the Chief Administrative Officer must also issue and periodically amend compensation policies for overtime, pay differentials, and other appropriate salary and wage benefits.

(7) Any plan, policy, or schedule issued by the Chief Administrative Officer under this subsection is subject to the limitations in Articles V and VII of this chapter regarding County police department and government employees who are represented by a certified employee organization.

Sec. 2. Sections 33-63A and 33-74(d) and Article VII of Chapter 33 are added as follows:

33-63A. Applicability.

Upon certification that the employees in the units are represented for collective bargaining, this article shall not apply to any person.

33-74. Cost-of-living adjustment.

(d) This section is automatically repealed upon certification that the employees in the units are represented for the purpose of collective bargaining under Article VII of this chapter.

01 Article VII. County Collective Bargaining.

02 33-101. Declaration of policy.

03 It is the public policy of Montgomery County to promote a harmonious,  
04 peaceful, and cooperative relationship between the County government and its  
05 employees and to protect the public by assuring, at all times, the responsive,  
06 orderly, and efficient operation of County government and services. Since  
07 unresolved disputes in public service are harmful to the public and to  
08 employees, adequate means should be available for preventing disputes and for  
09 resolving them when they occur. To that end, it is in the public interest  
10 that employees have the opportunity to bargain collectively over wages, hours,  
11 and other terms and conditions of employment, as authorized by Charter Section  
12 511, through a representative of their choice, or to refrain from collective  
13 bargaining. It is also in the public interest that the County government and  
14 a representative of County employees bargain collectively in good faith  
15 without interference with the orderly process of government and that they  
16 implement any agreements reached through collective bargaining.

17 The County Council also recognizes that employee organizations and the  
18 County government each possess substantial means for initiating actions on  
19 wages, hours, and working conditions of employees. Therefore, in order to  
20 preserve an appropriate balance between labor and management in the public  
21 service, the County Council states that once the employees voluntarily select  
22 a representative, collective bargaining shall be used in place of, and not in  
23 addition to, existing means for initiating governmental action on subjects  
24 that are defined as appropriate for collective bargaining in this article.

25 33-102. Definitions.

26 The following terms have the meaning indicated when used in this article:

27 (1) "Agency shop" means a provision in a collective bargaining

01 agreement requiring, as a condition of continued employment, that  
02 bargaining unit employees pay a service fee not greater than the  
03 monthly membership dues uniformly and regularly required by the  
04 employee organization of all of its members. An agency shop  
05 agreement shall not require an employee to pay initiation fees,  
06 assessments, fines, or any other collections or their equivalent as a  
07 condition of continued employment. A collective bargaining agreement  
08 shall not require payment of a service fee by any employee who  
09 opposes joining or financially supporting an employee organization on  
10 religious grounds. However, the agreement may require that employee  
11 to pay an amount equal to the service fee to a nonreligious, nonunion  
12 charity, or to any other charitable organization, agreed to by the  
13 employee and the certified representative, and to give to the  
14 employer and the certified representative written proof of this  
15 payment.

16 (2) "Certified representative" means an employee organization chosen to  
17 represent one or both units in accordance with the procedures of this  
18 article.

19 (3) "Collective bargaining" means meeting at reasonable times and  
20 places and negotiating in good faith on appropriate subjects as  
21 defined under this article. This article shall not be interpreted to  
22 compel either party to agree to a proposal or make a concession.

23 (4) "Employee" means any person who works under the County government  
24 merit system on a continuous full-time, career or part-time, career  
25 basis, except for the following:

26 (A) Confidential aides to elected officials.

27 (B) All persons who are not covered by the County government merit

01 system.

02 (C) Heads of principal departments, offices, and agencies.

03 (D) Deputies and assistants to heads of principal departments,

04 offices, and agencies.

05 (E) Persons who provide direct staff or administrative support to

06 the head of a principal department, office, or agency, or to a

07 deputy or assistant within the immediate office of a head of a

08 principal department, office, or agency.

09 (F) Persons who report directly to or whose immediate supervisor is

10 the County Executive or the Chief Administrative Officer or

11 their principal aides.

12 (G) Persons who work for the office of the County Executive and the

13 office of the Chief Administrative Officer.

14 (H) Persons who work for the County Council.

15 (I) Persons who work for the office of the County Attorney.

16 (J) Persons who work for the Office of Management and Budget.

17 (K) Persons who work for the Personnel Office.

18 (L) Persons who work for the Merit System Protection Board.

19 (M) Persons who work on a temporary, seasonal, or substitute basis.

20 (N) Newly hired persons on probationary status.

21 (O) Persons who work for the police department who are represented

22 by a certified employee organization under Article V of this

23 chapter.

24 (P) Officers in the uniformed services (corrections, fire and

25 rescue, police, office of the sheriff) in the rank of sergeant

26 and above. Subject to any limitations in State law, deputy

27 sheriffs below the rank of sergeant are employees.

01  
02 (Q) Persons who are members of the State merit system.

03  
04 (R) Supervisors, which means persons having authority to do any of the following

05 (i) Hire, assign, transfer, lay off, recall, promote, evaluate,  
06 reward, discipline, suspend, or discharge employees, or  
07 effectively to recommend any one of these actions.

08 (ii) Direct the activity of three or more employees.

09 (iii) Adjust or recommend adjustment of grievances.

10 (S) Persons in grade 27 or above, whether or not they are  
11 supervisors.

12 (5) "Employee organization" means any organization that admits  
13 employees to membership and that has as a primary purpose the  
14 representation of employees in collective bargaining.

15 (6) "Employer" means the County Executive and his or her designees.

16 (7) "Lockout" means any action that the employer takes to interrupt or  
17 prevent the continuity of work properly and usually performed by the  
18 employees for the purpose and with the intent of either coercing the  
19 employees into relinquishing rights guaranteed by this article or of  
20 bringing economic pressure on employees for the purpose of securing  
21 the agreement of their certified representative to certain collective  
22 bargaining terms.

23 (8) "Mediation" means an effort by the mediator/fact-finder chosen  
24 under this article to assist confidentially in resolving, through  
25 interpretation, suggestion, and advice, a dispute arising out of  
26 collective bargaining between the employer and the certified  
27 representative.



01           (9) "Strike" means a concerted failure to report for duty, absence,  
02           stoppage of work, or abstinence in whole or in part from the full and  
03           faithful performance of the duties of employment with the employer,  
04           or deviation from normal or proper work duties or activities, where  
05           any of the preceding are done in a concerted manner for the purpose  
06           of inducing, influencing, or coercing the employer in the  
07           determination, implementation, interpretation, or administration of  
08           terms or conditions of employment or of the rights, privileges, or  
09           obligations of employment or of the status, recognition, or authority  
10           of the employee or an employee organization.

11           (10) "Unit" means either of the units defined in section 33-105.

12           (11) When either the female or the male pronoun appears herein, it is to  
13           be read to include both genders.

14       **33-103. Labor Relations Administrator.**

15           (a) There is established the position of Labor Relations Administrator,  
16           to provide for the effective implementation and administration of  
17           this article concerning selection, certification and decertification  
18           procedures, prohibited practices, and the choice of a  
19           mediator/fact-finder. The Labor Relations Administrator shall  
20           exercise the following powers and perform the following duties and  
21           functions:

22           (1) Periodically adopt, amend, and rescind, under method (1) of  
23           section 2A-15 of this Code, regulations and procedures for the  
24           implementation and administration of the duties of the Labor  
25           Relations Administrator under this article.

26           (2) Request from the employer or an employee organization, and the  
27           employer or such organization may at its discretion provide, any

01 relevant assistance, service, and data that will enable her  
02 properly to carry out her duties under this article.

03 (3) Hold hearings and make inquiries, administer oaths and  
04 affirmations, examine witnesses and documents, take testimony  
05 and receive evidence, and compel by issuance of subpoenas the  
06 attendance of witnesses and the production of relevant documents.

07 (4) Hold and conduct elections for certification or decertification  
08 pursuant to the provisions of this article and issue the  
09 certification or decertification.

10 (5) Investigate and attempt to resolve or settle, as provided in  
11 this article, charges of engaging in prohibited practices.  
12 However, if the employer and a certified representative have  
13 negotiated a valid grievance procedure, the Labor Relations  
14 Administrator shall defer to that procedure for the resolution  
15 of disputes properly submissible to the procedure absent a  
16 showing that the deferral results in the application of  
17 principles repugnant to this article. Furthermore, the Labor  
18 Relations Administrator shall defer to State procedures in those  
19 matters which are governed by the Law-Enforcement Officers' Bill  
20 of Rights, Article 27, Sections 727-734D, Annotated Code of  
21 Maryland.

22 (6) Determine unresolved issues of a person's inclusion in or  
23 exclusion from the units.

24 (7) Obtain any necessary support services and make necessary  
25 expenditures in the performance of duties to the extent provided  
26 for these purposes in the annual budget of Montgomery County.

27 (8) Exercise any other powers and perform any other duties and

functions as may be specified in this article.

(b) (1) The Labor Relations Administrator must be a person with experience as a neutral in the field of labor relations and must not be a person who, on account of vocation, employment, or affiliation, can be classed as a representative of the interest of the employer or any employee organization.

(2) The first Labor Relations Administrator is appointed by the County Executive, with the confirmation of the County Council, serves for a term of 4 years, and is eligible for reappointment.

(3) After the initial term of office of the Labor Relations Administrator provided in subsection (b)(2), the County Executive shall thereafter appoint the Labor Relations Administrator for a term of 5 years from a list of 5 nominees agreed upon by any certified employee representative(s) and the Chief Administrative Officer, which list may include the incumbent Labor Relations Administrator. Such appointment must be confirmed by the County Council. If the County Council does not confirm the appointment, the new appointment shall be from a new agreed list of 5 nominees. Should there be no certified representative, the Labor Relations Administrator shall be appointed under the procedure and for the term set forth in subsection (b)(2).

(c) The Labor Relations Administrator will be paid a daily fee as set forth by contract with the County, and will be reimbursed for necessary expenses.

#### 33-104. Employee rights.

(a) Employees have the right to:

01           (1) form, join, support, contribute to, or participate in, or to  
02           refrain from forming, joining, supporting, contributing to, or  
03           participating in, any employee organization or its lawful  
04           activities; and

05           (2) be represented fairly by their certified representative, if any.

06    **(b) The employer has the duty to extend to the certified representative**  
07    **the exclusive right to represent the employees for the purposes of**  
08    **collective bargaining, including the orderly processing and**  
09    **settlement of grievances as agreed by the parties in accordance with**  
10    **this article.**

11    **(c) A certified representative serves as the bargaining agent for all**  
12    **employees in the unit for which it is certified and has the duty to**  
13    **represent fairly and without discrimination all employees in the unit**  
14    **without regard to whether the employees are members of the employee**  
15    **organization, pay dues or other contributions to it, or participate**  
16    **in its affairs. However, it is not a violation of this duty for a**  
17    **certified representative to seek enforcement of an agency shop**  
18    **provision in a valid collective bargaining agreement.**

19    **(d) The right of a certified representative to receive voluntary dues or**  
20    **service fee deductions or agency shop provisions shall be determined**  
21    **through negotiations, unless the authority to negotiate these**  
22    **provisions has been suspended under this article. A collective**  
23    **bargaining agreement may not include a provision requiring membership**  
24    **in, participation in the affairs of, or contributions to an employee**  
25    **organization other than an agency shop provision.**

26    **33-105. Units for collective bargaining.**

27    **(a) There are two units for collective bargaining and for purposes of**

01 certification and decertification. Persons in these units are all  
02 County government merit system employees working on a continuous  
03 full-time, career or part-time, career basis, excluding the  
04 categories listed as exceptions to the definition of employee in  
05 section 33-102(4) of this article. The employees are divided into 2  
06 units in accordance with the following descriptions:

07 (1) Service, labor, and trades (SLT) unit. This unit is composed  
08 of all eligible classes that are associated with service/  
09 maintenance and skilled crafts. This means job classes in which  
10 workers perform duties that result in or contribute to the  
11 comfort and convenience of the general public or that contribute  
12 to the upkeep and care of buildings, facilities, or grounds of  
13 public property. Workers in this group may operate specialized  
14 machinery or heavy equipment. These job classes may also  
15 require special manual skill and a thorough and comprehensive  
16 knowledge of the processes involved in the work that is acquired  
17 through on the job training and experience or through  
18 apprenticeship or other formal training programs.

19 (2) Office, professional, and technical (OPT) unit. This unit is  
20 composed of all eligible classes associated with office,  
21 professional, paraprofessional, and technical functions.

22 (A) Office. Job classes in which workers are responsible for  
23 internal and external communication, recording and  
24 retrieval of data and/or information, and other paperwork  
25 required in an office.

26 (B) Professional. Job classes that require special and  
27 theoretical knowledge that is usually acquired through

01 college training or through work experience and other  
02 training that provides comparable knowledge.

03 (C) Paraprofessional. Job classes in which workers perform,  
04 in a supportive role, some of the duties of a professional  
05 or technician. These duties usually require less formal  
06 training and/or experience than is normally required for  
07 professional or technical status.

08 (D) Technical. Job classes that require a combination of  
09 basic scientific or technical knowledge and manual skill  
10 that can be obtained through specialized post secondary  
11 school education or through equivalent on the job training.

12 (b) Specific job classes included in these units of representation, and  
13 not otherwise excluded under section 33-102(4), shall be based on the  
14 designations made by the Chief Administrative Officer under the prior  
15 meet and confer process. In the event a new classification is  
16 created by the County, or an existing classification's duties and  
17 responsibilities are substantially changed, the County Personnel  
18 Director must place the classification in one of the units or state  
19 that the classification falls within one of the exceptions to the  
20 definition of employee under this article within 60 days of the  
21 creation or substantial alteration of the class and must publish the  
22 decision in the Montgomery County Register. Any individual or  
23 certified representative disagreeing with the decision of the  
24 Personnel Director may, within 10 days of publication, file  
25 objections to the decision with the Labor Relations Administrator,  
26 with notice to the Personnel Director.

27 The Labor Relations Administrator shall promptly decide the

01 question on the basis of the duties and responsibilities of the job  
02 classification, the unit definition, and the community of interests  
03 between and among employees in the job classification and collective  
04 bargaining unit.

05 **33-106. Selection, certification, and decertification procedures.**

06 (a) The certification or decertification of an employee organization as  
07 the representative of a unit for the purpose of collective bargaining  
08 shall be initiated in accordance with the following procedures:

09 (1) Any employee organization seeking certification as  
10 representative of a unit shall file a petition with the Labor  
11 Relations Administrator stating its name, address, and its  
12 desire to be certified. The employee organization shall also  
13 send a copy of the petition, not including the names of the  
14 supporting employees, to the employer. The petition shall  
15 contain the uncoerced signatures of 30 percent of the employees  
16 within the unit signifying their desire to be represented by the  
17 employee organization for purposes of collective bargaining.

18 (2) If an employee organization has been certified, an employee  
19 within the unit may file a petition with the Labor Relations  
20 Administrator for decertification of this certified  
21 representative. The employee shall also send a copy of the  
22 petition to the employer and the certified representative, not  
23 including the names of the supporting employees. The petition  
24 shall contain the uncoerced signatures of 30 percent of the  
25 employees within the unit alleging that the employee  
26 organization presently certified is no longer the choice of the  
27 majority of the employees in the unit.

01           (3) Petitions may be filed within 30 days following the date on  
02           which this article becomes effective. Thereafter, if a lawful  
03           collective bargaining agreement is not in effect, petitions may  
04           be filed between September 1 and September 30 of any year, but  
05           not sooner than 22 months after an election held under this  
06           section.

07           (4) If a lawful collective bargaining agreement is in effect, a  
08           petition filed under this section shall not be entertained  
09           unless it is filed during September of the final year of the  
10           agreement.

11           (b) If the Labor Relations Administrator determines that a petition is  
12           properly supported and timely filed, she shall cause an election of  
13           all eligible employees to be held within a reasonable time, but no  
14           later than October 20 of any year, to determine if and by whom the  
15           employees wish to be represented, as follows:

16           (1) All elections shall be conducted under the supervision of the  
17           Labor Relations Administrator and shall be conducted by secret  
18           ballot at the time and place that she directs. The Labor  
19           Relations Administrator may select and retain the services of an  
20           agency of the State of Maryland, or a similarly neutral body, to  
21           assist in conducting the election.

22           (2) The election ballots shall contain, as choices to be made by the  
23           voter, the names of the petitioning or certified employee  
24           organization, the name or names of any other employee  
25           organization showing written proof at least 10 days before the  
26           election of at least 10 percent representation of the employees  
27           within the unit, and a choice that the employee does not desire



- 01           to be represented by any of the named employee organizations.
- 02           (3) The employer and each party to the election may be represented  
03           by observers selected in accordance with limitations and  
04           conditions that the Labor Relations Administrator may prescribe.
- 05           (4) Observers may challenge for good cause the eligibility of any  
06           person to vote in the election. Challenged ballots shall be  
07           impounded pending either agreement of the parties as to the  
08           validity of the challenge or the Labor Relations Administrator's  
09           decision as to the validity of the challenge, unless the number  
10           of challenges is not determinative, in which case the challenged  
11           ballots shall be destroyed.
- 12           (5) After the polls have been closed, the valid ballots cast shall  
13           be counted by the Labor Relations Administrator in the presence  
14           of the observers.
- 15           (6) The Labor Relations Administrator shall immediately prepare and  
16           serve upon the employer and each of the parties a report  
17           certifying the results of the election. If an employee  
18           organization receives the votes of a majority of the employees  
19           who voted, the Labor Relations Administrator shall certify the  
20           employee organization so elected as the exclusive agent.
- 21           (7) If no employee organization receives the votes of a majority of  
22           the employees who voted, the Labor Relations Administrator shall  
23           not certify a representative. Unless a majority of the  
24           employees who vote choose "no representative", a runoff election  
25           shall be conducted. The runoff election shall contain the 2  
26           choices that received the largest and second largest number of  
27           votes in the original election.

- 01       - (c) The Labor Relations Administrator's certification of results is final  
02       unless within 7 days after service of the report and the  
03       certification, any party serves on all other parties and files with  
04       the Labor Relations Administrator objections to the election.  
05       Objections shall be verified and shall contain a concise statement of  
06       facts constituting the grounds for the objections. The Labor  
07       Relations Administrator shall investigate the objections and, if  
08       substantial factual issues exist, shall hold a hearing. Otherwise,  
09       she may determine the matter without a hearing. The Labor Relations  
10       Administrator may invite, either by rule or by invitation, written or  
11       oral argument to assist her in determining the merits of the  
12       objections. If the Labor Relations Administrator finds that the  
13       election was conducted in substantial conformity with this article,  
14       she shall confirm the certification initially issued. If the Labor  
15       Relations Administrator finds that the election was not held in  
16       substantial conformity with this article, then she shall hold another  
17       election under this section.
- 18       (d) The cost of conducting an election shall be paid by the County.
- 19       (e) If, during the 30 days following the effective date of this article,  
20       a petition is filed by the incumbent representative of unit employees  
21       certified under Article IV of this chapter, and no other employee  
22       organization files a valid petition, and no petition calling for an  
23       election signed by 10 percent of unit employees has been filed with  
24       the Labor Relations Administrator, the incumbent certified  
25       representative shall be certified without an election, provided it  
26       produces evidence, acceptable to the Labor Relations Administrator  
27       and dated after the enactment of this article, that a majority of the

01 employees in the unit desire to be represented by the incumbent  
02 representative for the purposes of collective bargaining under the  
03 provisions of this article.

04 33-107. Collective bargaining.

05 (a) Duty to bargain; matters subject to bargaining.

06 Upon certification of an employee organization, the employer and the  
07 certified representative have the duty to bargain collectively with respect to  
08 the following subjects:

09 (1) Salary and wages, including the increase and/or decrease in the  
10 salary and wages budget, and the percentage of any increase in  
11 the salary and wages budget that will be devoted to merit  
12 increments and cash awards, provided that salaries and wages  
13 shall be uniform for all employees in the same classification.

14 (2) With respect to pension and retirement benefits, only defined-  
15 contribution plans for new employees or current employees who  
16 choose to transfer from a defined-benefit plan, provided that  
17 bargaining rights regarding such plans will not accrue unless  
18 and until the County has enacted a law establishing such plans.

19 (3) Employee benefits such as insurance, leave, holidays, and  
20 vacations, but not including pension and retirement benefits  
21 except to the extent stated in subsection (a)(2).

22 (4) Hours and working conditions.

23 (5) Provisions for the orderly processing and settlement of  
24 grievances concerning the interpretation and implementation of a  
25 collective bargaining agreement, which may include:

26 (A) binding third party arbitration, provided that the  
27 arbitrator shall have no authority to amend, add to, or  
28 subtract from the provisions of the collective bargaining

01 agreement; and

02 (B) provisions for exclusivity of forum.

03 (6) Matters affecting the health and safety of employees.

04 (7) Amelioration of the effect on employees when the exercise of  
05 employer rights listed in subsection (b) causes a loss of  
06 existing jobs in the unit.

07 (b) Employer rights.

08 This article and any agreement made under it shall not impair  
09 the right and responsibility of the employer to perform the following:

10 (1) Determine the overall budget and mission of the employer and any  
11 agency of County government.

12 (2) Maintain and improve the efficiency and effectiveness of  
13 operations.

14 (3) Determine the services to be rendered and the operations to be  
15 performed.

16 (4) Determine the overall organizational structure, methods,  
17 processes, means, job classifications, and personnel by which  
18 operations are to be conducted and the location of facilities.

19 (5) Direct and supervise employees.

20 (6) Hire, select, and establish the standards governing promotion of  
21 employees, and classify positions.

22 (7) Relieve employees from duties because of lack of work or funds,  
23 or under conditions when the employer determines continued work  
24 would be inefficient or nonproductive.

25 (8) Take actions to carry out the mission of government in  
26 situations of emergency.

27 (9) Transfer, assign, and schedule employees.

- 01           (10) Determine the size, grades, and composition of the work force.
- 02           (11) Set the standards of productivity and technology.
- 03           (12) Establish employee performance standards and evaluate employees,  
04           except that evaluation procedures shall be a subject for  
05           bargaining.
- 06           (13) Make and implement systems for awarding outstanding service  
07           increments, extraordinary performance awards, and other merit  
08           awards.
- 09           (14) Introduce new or improved technology, research, development, and  
10           services.
- 11           (15) Control and regulate the use of machinery, equipment, and other  
12           property and facilities of the employer, subject to subsection  
13           (a)(6) of this section.
- 14           (16) Maintain internal security standards.
- 15           (17) Create, alter, combine, contract out, or abolish any job  
16           classification, department, operation, unit, or other division  
17           or service, provided that no contracting of work which will  
18           displace employees may be undertaken by the employer unless 90  
19           days prior to signing the contract written notice has been given  
20           to the certified representative.
- 21           (18) Suspend, discharge, or otherwise discipline employees for cause,  
22           except that, subject to Charter section 404, any such action may  
23           be subject to the grievance procedure set forth in the  
24           collective bargaining agreement.
- 25           (19) Issue and enforce rules, policies, and regulations necessary to  
26           carry out these and all other managerial functions which are not  
27           inconsistent with this law, Federal or State law, or the terms

01                   of the collective bargaining agreement.

02           (c) Exemption.

03                   This article shall not be construed to limit the discretion of  
04                   the employer voluntarily to discuss with the representatives of its  
05                   employees any matter concerning the employer's exercise of any of the  
06                   rights set forth in this section. However, these matters shall not  
07                   be subject to bargaining.

08           (d) The public employer rights set forth in this section are to be  
09                   considered a part of every agreement reached between the employer and  
10                   an employee organization.

11   33-108. Bargaining, impasse, fact-finding, and legislative procedures.

12           (a) Collective bargaining shall begin no later than November 1 before the  
13                   beginning of a fiscal year for which there is no agreement between  
14                   the employer and the certified representative and shall be finished  
15                   on or before January 15. The resolution of a bargaining impasse or  
16                   fact-finding shall be finished by February 1.

17           (b) Any provision for automatic renewal or extension of a collective  
18                   bargaining agreement is void. An agreement is not valid if it  
19                   extends for less than one year or for more than 3 years. All  
20                   agreements become effective July 1 and end June 30.

21           (c) A collective bargaining agreement becomes effective only after  
22                   ratification by the employer and by the certified representative.  
23                   The certified representative may provide its own rules for  
24                   ratification procedures.

25           (d) Before November 10 of any year in which the employer and the  
26                   certified representative bargain collectively, the Labor Relations  
27                   Administrator shall appoint a mediator/fact-finder, who may be a

01 person recommended to her by both parties. The mediator/fact-finder  
02 shall be available during the period from January 2 to February 1.  
03 Fees and expenses of the mediator/fact-finder shall be shared equally  
04 by the employer and the certified representative.

- 05 (e) (1) During the course of collective bargaining, either party may  
06 declare an impasse and request the services of the  
07 mediator/fact-finder, or the parties may jointly request his  
08 services before declaration of an impasse. If the parties do  
09 not reach an agreement by January 15, an impasse exists.
- 10 (2) The dispute shall be submitted to the mediator/fact-finder  
11 whenever an impasse has been reached, or before that as provided  
12 in subsection (e)(1). The mediator/fact-finder shall engage in  
13 mediation by bringing the parties together voluntarily under  
14 such favorable circumstances as will tend to bring about the  
15 settlement of the dispute.
- 16 (3) If and when the mediator/fact-finder finds in his sole  
17 discretion that the parties are at a bona fide impasse, he shall  
18 implement the following fact-finding process:
- 19 (A) He shall require the parties to submit jointly a  
20 memorandum of all items previously agreed upon, and  
21 separate memoranda of their proposals on all items not  
22 previously agreed upon.
- 23 (B) He may require the parties to submit evidence or make  
24 oral or written argument in support of their proposals.  
25 He may hold a hearing for this purpose at a time, date,  
26 and place selected by him. This hearing shall not be  
27 open to the public.

01           (C)    On or before February 1, the mediator/fact-finder shall  
02                    issue a report of his findings of fact and  
03                    recommendations on those matters still in dispute between  
04                    the parties. The report shall be submitted to the  
05                    parties but shall not be made public at this time.  
06           (D)    In making findings of fact and recommendations, the  
07                    mediator/fact-finder may take into account only the  
08                    following factors:  
09                    (i)   Past collective bargaining agreements between the  
10                        parties, including the past bargaining history that  
11                        led to the agreements, or the pre-collective  
12                        bargaining history of employee wages, hours,  
13                        benefits, and working conditions.  
14                    (ii)   Comparison of wages, hours, benefits, and  
15                        conditions of employment of similar employees of  
16                        other public employers in the Washington  
17                        Metropolitan Area and in Maryland.  
18                    (iii)   Comparison of wages, hours, benefits, and  
19                        conditions of employment of other Montgomery County  
20                        personnel.  
21                    (iv)   Wages, benefits, hours, and other working  
22                        conditions of similar employees of private  
23                        employers in Montgomery County.  
24                    (v)    The interest and welfare of the public.  
25                    (vi)   The ability of the employer to finance economic  
26                        adjustments and the effect of the adjustments upon  
27                        the normal standard of public services provided by



01 the employer.

02 (f) After receiving the report of the mediator/fact-finder, the parties  
03 shall meet again to bargain. If 10 days after the parties receive  
04 the report they have not reached full agreement, or if either party  
05 does not accept, in whole or in part, the recommendations of the  
06 mediator/fact-finder, the report of the mediator/fact-finder shall be  
07 made public by sending it to the Council. The mediator/fact-finder  
08 shall also send the Council the joint memorandum of items agreed  
09 upon, up-dated with any items later agreed upon. The parties shall  
10 also send to the Council separate memoranda stating their positions  
11 on matters still in dispute.

12 (g) The budget that the employer submits to the Council shall include the  
13 items that have been agreed to, as well as the employer's position on  
14 matters still in dispute. Any agreed term or condition submitted to  
15 the Council that requires an appropriation of funds or the enactment,  
16 repeal, or modification of any County law or regulation shall be  
17 identified to the Council by the employer. The employer shall make a  
18 good faith effort to have any term or condition that has been agreed  
19 to implemented by Council action.

20 (h) The Council may hold a public hearing to enable the parties and the  
21 public to testify on the agreement and the recommendations for  
22 resolving bargaining disputes.

23 (i) On or before April 15, the Council shall indicate by a majority vote  
24 its intention to appropriate or otherwise implement the items that  
25 have been agreed to, or its intention not to do so, and shall state  
26 its reasons for any intent to reject any part of the items that have  
27 been agreed to. The Council shall also indicate by a majority vote

01 its position on disputed matters.

02 (j) Then the Council shall designate a representative to meet with the  
03 parties and present the Council's views in the parties' further  
04 negotiations on disputed matters and/or agreed matters that the  
05 Council has indicated its intention to reject. The results of the  
06 negotiation, whether a complete or a partial agreement, shall be  
07 submitted to the Council on or before May 1. The Council may extend  
08 this deadline for no more than one week. Any agreement shall provide  
09 for automatic reduction or elimination of wage and/or benefits  
10 adjustments if:

- 11 (1) the Council does not take action necessary to implement the  
12 agreement, or a part of it;  
13 (2) funds are not appropriated; or  
14 (3) lesser amounts than those stated in the agreement are  
15 appropriated.

16 (k) The Council shall take whatever actions it considers required by the  
17 public interest with respect to matters still in dispute between the  
18 parties. However, those actions shall not be part of the agreement  
19 between the parties unless the parties specifically incorporate them  
20 in the agreement.

21 33-109. Prohibited practices.

22 (a) The employer or its agents or representatives are prohibited from any  
23 of the following:

- 24 (1) Interfering with, restraining, or coercing employees in the  
25 exercise of any rights granted to them under this article.  
26 (2) Dominating or interfering with the formation or administration  
27 of any employee organization or contributing financial or other

01 support to it, under an agreement or otherwise. However, the  
02 employer and a certified representative may agree to and apply  
03 an agency shop provision under this article and a voluntary dues  
04 or service fee deduction provision, and may agree to reasonable  
05 use of County facilities for communicating with employees.

06 (3) Encouraging or discouraging membership in any employee  
07 organization by discriminating in hiring, tenure, wages, hours,  
08 or conditions of employment. However, nothing in this article  
09 precludes an agreement from containing a provision for an agency  
10 shop.

11 (4) Discharging or discriminating against a public employee because  
12 she or he files charges, gives testimony, or otherwise lawfully  
13 aids in the administration of this article.

14 (5) Refusing to bargain collectively with the certified  
15 representative.

16 (6) Refusing to reduce to writing or refusing to sign a bargaining  
17 agreement that has been agreed to in all respects.

18 (7) Refusing to process or arbitrate a grievance if required under a  
19 grievance procedure contained in a collective bargaining  
20 agreement.

21 (8) Directly or indirectly opposing the appropriation of funds or  
22 the enactment of legislation by the County Council to implement  
23 an agreement reached between the employer and the certified  
24 representative under this article.

25 (9) Engaging in a lockout of employees.

26 (b) Employee organizations, their agents, representatives, and persons  
27 who work for them are prohibited from any of the following:

- 01       - (1) Interfering with, restraining, or coercing the employer or  
02       employees in the exercise of any rights granted under this  
03       article.
- 04       (2) Restraining, coercing, or interfering with the employer in the  
05       selection of its representative for the purposes of collective  
06       bargaining or the adjustment of grievances.
- 07       (3) Refusing to bargain collectively with the employer if the  
08       employee organization is the certified representative.
- 09       (4) Refusing to reduce to writing or refusing to sign a bargaining  
10       agreement which has been agreed to in all respects.
- 11       (5) Hindering or preventing, by threats of violence, intimidation,  
12       force, or coercion of any kind, the pursuit of any lawful work  
13       or employment by any person, public or private, or obstructing  
14       or otherwise unlawfully interfering with the entrance to or exit  
15       from any place of employment, or obstructing or unlawfully  
16       interfering with the free and uninterrupted use of public roads,  
17       streets, highways, railways, airports, or other ways of travel  
18       or conveyance by any person, public or private.
- 19       (6) Hindering or preventing by threats, intimidation, force,  
20       coercion or sabotage, the obtaining, use, or disposition of  
21       materials, supplies, equipment, or services by the employer.
- 22       (7) Taking or retaining unauthorized possession of property of the  
23       employer, or refusing to do work or use certain goods or  
24       materials as lawfully required by the employer.
- 25       (8) Causing or attempting to cause the employer to pay or deliver or  
26       agree to pay or deliver any money or other thing of value, in  
27       the nature of an exaction, for services which are neither

01 performed nor to be performed.

- 02 (c) A charge of prohibited practice may be filed by the employer, an  
03 employee organization, or any individual employee. The charge or  
04 charges shall be filed with the Labor Relations Administrator, and  
05 copies shall be sent to the party alleged to have committed a  
06 prohibited practice. All charges shall contain a statement of facts  
07 sufficient to enable the Labor Relations Administrator to investigate  
08 the charge. The Labor Relations Administrator may request withdrawal  
09 of and, if necessary, summarily dismiss charges if they are  
10 insufficiently supported in fact or in law to warrant a hearing. The  
11 Labor Relations Administrator has the authority to maintain whatever  
12 independent investigation she determines is necessary and to develop  
13 regulations for an independent investigation. If, upon  
14 investigation, the Labor Relations Administrator finds that a charge  
15 is sufficiently supported to raise an issue of fact or law, she  
16 shall, if she is unable to achieve settlement or resolution of the  
17 matter, hold a hearing on the charge after notification to the  
18 parties. In any hearing, charging parties shall present evidence in  
19 support of the charges, and the party or parties charged shall have  
20 the right to file an answer to the charges, to appear in person or  
21 otherwise and to present evidence in defense against the charges.
- 22 (d) If the Labor Relations Administrator determines that the person  
23 charged has committed a prohibited practice, she shall make findings  
24 of fact and conclusions of law and may issue an order requiring the  
25 person charged to cease and desist from the prohibited practice, and  
26 may take affirmative actions that will remedy the violation of this  
27 article. Remedies of the Labor Relations Administrator include

01 reinstating employees with or without back pay, making employees  
02 whole for any loss relating to County employment suffered as a result  
03 of any prohibited practices, or withdrawing or suspending the  
04 employee organization's authority to negotiate or continue an agency  
05 shop provision or a voluntary dues or service fee deduction  
06 provision. If the Labor Relations Administrator finds that the party  
07 charged has not committed any prohibited practices, she shall make  
08 findings of fact and conclusions of law and issue an order dismissing  
09 the charges.

- 10 (e) The Labor Relations Administrator shall not receive or entertain  
11 charges based upon an alleged prohibited practice occurring more than  
12 6 months before the filing of the charge.

13 **33-110. Expression of views.**

- 14 (a) The expression or dissemination of any views, argument, or opinion,  
15 whether orally, in writing, or otherwise, does not constitute and is  
16 not evidence of a prohibited practice under any of the provisions of  
17 this law, nor is it grounds for invalidating any election conducted  
18 under this law if the expression or dissemination does not contain a  
19 threat of reprisal or promise of benefit.

- 20 (b) Recognizing an employee organization does not preclude the County  
21 from dealing with religious, social, fraternal, professional, or  
22 other lawful associations with respect to matters or policies that  
23 involve individual members of the associations or are of particular  
24 applicability to it or its members.

25 **33-111. Strikes and lockouts.**

- 26 (a) An employee or employee organization shall not either directly or  
27 indirectly cause, instigate, encourage, condone, or engage in any

01 strike, nor the employer in any lockout. An employee or employee  
02 organization shall not obstruct, impede, or restrict, either directly  
03 or indirectly, any attempt to terminate a strike.

04 (b) The employer shall not pay, reimburse, make whole, or otherwise  
05 compensate any employee for or during the period when that employee  
06 is directly or indirectly engaged in a strike, nor shall the employer  
07 thereafter compensate an employee who struck for wages or benefits  
08 lost during the strike.

09 (c) If an employee or employee organization violates the provisions of  
10 this section, the employer, after adequate notice and a fair hearing  
11 before the Labor Relations Administrator who finds that the  
12 violations have occurred and finds that any or all of the following  
13 actions are necessary in the public interest, may impose any of the  
14 following sanctions, subject to the Law-Enforcement Officers' Bill of  
15 Rights, Article 27, Sections 727-734D, Annotated Code of Maryland:

16 (1) Impose disciplinary action, including dismissal from employment,  
17 on employees engaged in the conduct.

18 (2) Terminate or suspend the employee organization's dues deduction  
19 privilege, if any.

20 (3) Revoke the certification of and disqualify the employee  
21 organization from participation in representation elections for  
22 a period up to a maximum of 2 years.

23 (d) This article does not prohibit an employer or a certified employee  
24 organization from seeking any remedy available in a court of  
25 competent jurisdiction.

26 33-112. Effect of prior enactments.

27 Any laws, executive orders, or regulations adopted by the County and any

01 department or agency of the County that are or may be considered inconsistent  
02 with the provisions of this article shall not be held to be repealed or  
03 modified until they are specifically repealed or modified by the County or any  
04 department or agency of the County.

05 **Sec. 3. Severability.**

06 If a court holds that part of this act is invalid, the invalidity does not  
07 affect other parts.

08 **Sec. 4. Effective Date.**

09 This act takes effect 91 days after it becomes law.

11 Approved:

13  
14 \_\_\_\_\_  
15 William E. Hanna, Jr., President, County Council

\_\_\_\_\_  
Date

16 Approved:

18  
19 \_\_\_\_\_  
20 Charles W. Gilchrist, County Executive

\_\_\_\_\_  
Date

21  
22  
23  
24 This is a correct copy of Council action.

25  
26  
27 \_\_\_\_\_  
Kathleen A. Freedman, Secretary, County Council

\_\_\_\_\_  
Date



LEGISLATIVE REQUEST REPORT

Bill 19-86

County Employee Collective Bargaining

DESCRIPTION:

This bill:

- (1) establishes a framework for public employer-employee labor relations;
- (2) provides the method for designating an employee organization as the exclusive representative of public employees in the appropriate unit;
- (3) provides procedures for collective bargaining of wages, hours, and other terms and conditions of employment;
- (4) provides for the appointment of a labor relations administrator;
- (5) defines the rights of employees, employee organizations, and the public employer;
- (6) prohibits certain conduct;
- (7) provides procedures for resolving differences between the public employer and employees; and
- (8) generally assures uninterrupted operation of government services.

PROBLEM:

Under Article IV of Chapter 33 (Personnel) eligible employees presently "meet and confer" with the County through their representative. However, County law does not implement the authority for collective bargaining found in the 1984 Charter amendments in §511.

GOALS AND  
OBJECTIVES:

It is the public policy of Montgomery County to promote a harmonious, peaceful, and cooperative relationship between the County government and its employees and to protect the public by assuring, at all times, the responsive, orderly, and efficient operation of County government and services.

COORDINATION:

FISCAL IMPACT: Not available.

ECONOMIC IMPACT: Not available.

EVALUATION: Not available.

EXPERIENCE  
ELSEWHERE: Not available.

Legislative Request Report  
Page 2

SOURCE OF  
INFORMATION:

Arthur W. Spengler  
Council Staff Director (251-7900)

William Willcox, Esq.  
Special Counsel (457-6100)

APPLICATION WITHIN  
MUNICIPALITIES:

Not applicable.

PENALTIES:

Not applicable.

Amendments to Bill 19-86  
County Employee Collective Bargaining  
Subject: One Unit Instead of Two Units

1. On page 4, strike lines 21 and 22, and substitute:

"UPON CERTIFICATION OF AN EMPLOYEE ORGANIZATION AS THE UNIT'S  
REPRESENTATIVE FOR COLLECTIVE BARGAINING, THIS ARTICLE SHALL NOT APPLY TO  
ANY PERSON."

2. On page 6, in line 17, strike "one or both units" and substitute "THE  
UNIT".
3. On page 9, in line 11, strike "either of the units defined in section  
33-105" and substitute "ALL EMPLOYEES AS DEFINED IN THIS SECTION".
4. On page 10, in line 23, strike "units" and substitute "UNIT".
5. On page 12, in line 12, strike "for which it is certified".
6. On page 12, in line 19, strike "a" and substitute "THE".
7. On page 12, in line 26, strike "Units" and substitute "UNIT".
8. On page 12, in line 27, strike "are two units" and substitute "IS ONE  
UNIT".
9. On page 13, in line 1, strike "Persons in these units are" and substitute  
"THIS UNIT IS DEFINED AS".

10. On page 13, in line 5, strike "The employees are divided into 2" and lines 6 through 27.
11. On page 14, strike lines 1 through 11.
12. On page 14, in line 12, strike "these units of represenation" and substitute "THE UNIT".
13. On page 14, in line 18, strike "in one of the units" and substitute "THE UNIT".
14. On page 15, in line 7, strike "a" and substitute "THE".
15. On page 15, in line 10, after "representative of" strike "a" and substitute "THE".
16. On page 27, in line 2, strike "a" and substitute "THE".

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: Majority of Unit Must Participate  
in Certification Election

1. On page 17, in line 20, after "agent" insert ", PROVIDED THAT A MAJORITY  
OF THE ELIGIBLE EMPLOYEES VOTED IN THE ELECTION".

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: No Certification without an Election

1. On page 9, in line 17, strike "selection" and substitute "ELECTION".
2. On page 15, in line 5, strike "Selection" and substitute "ELECTION".
3. On page 18, strike lines 19 through 27.
4. On page 19, strike lines 1 through 3.

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: No Agency Shop

1. On page 5, strike line 27.
2. On page 6, strike lines 1 through 15.
3. On pages 6 through 9, renumber "(2)", "(3)", "(4)", "(5)", "(6)", "(7)", "(8)", "(9)", "(10)", and "(11)" to be "(1)", "(2)", "(3)", "(4)", "(5)", "(6)", "(7)", "(8)", "(9)", and "(10)".
4. On page 12, in line 16, strike "However, it is not a violation of this duty for a" and strike lines 17 and 18.
5. On page 12, in line 20, strike "or agency shop provisions".
6. On page 12, in line 25, strike "other than an agency shop provision".
7. On page 27, in line 8, strike "However, nothing in this article" and strike lines 9 and 10.
8. On page 30, in lines 4 and 5, strike "an agency shop provision or".

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: Agency Shop for Employees with  
Less than 10 Years' Service

1. On page 6, in line 2, after "employees" add "WITH LESS THAN 10. YEARS'  
SERVICE IN THE COUNTY GOVERNMENT MERIT SYSTEM".



Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: All Pensions Non-Bargainable

1. On page 19, strike lines 14 through 18 and line 21.
2. On page 19, in line 20, after "benefits" insert a period.
3. On pages 19 and 20, renumber "(3)", "(4)", "(5)", "(6)", and "(7)" to be "(2)", "(3)", "(4)", "(5)", and "(6)".

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: Advisory Grievance Arbitration in all  
Cases Except Discipline and Discharge Cases

1. On page 19, in line 26, strike ", provided that the"; strike lines 27 through 28, and substitute:

"OF DISCHARGE AND DISCIPLINE CASES;

(B) ADVISORY THIRD PARTY ARBITRATION OF OTHER CASES UNLESS THE PARTIES  
AGREE AT THE TIME A PARTICULAR CASE IS TO BE ARBITRATED THAT THE  
ARBITRATION WILL BE BINDING; AND".

2. On page 20, strike line 1.
3. On page 20, in line 2, strike "(B)" and substitute "(C)".

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: Broader "Effects" Bargaining

1. On page 20, strike lines 4 through 6 and substitute:

"(7) THE EFFECT ON EMPLOYEES OF THE EMPLOYER'S EXERCISE OF THE  
RIGHTS ENUMERATED IN SUBSECTION (B) HEREOF."

Amendments to Bill 19-86  
County Employee Collective Bargaining  
Subject: Short First-Year Bargaining

1. On page 22, after line 11 insert:

(A) (1) THE EMPLOYER AND THE CERTIFIED REPRESENTATIVE SHALL UNDERTAKE BARGAINING IMMEDIATELY UPON THE CERTIFICATION OF THE REPRESENTATIVE PURSUANT TO THIS ACT. SUCH BARGAINING SHALL CONTINUE FOR NOT MORE THAN 60 DAYS. EITHER PARTY MAY REQUEST THE ASSISTANCE OF A MEDIATOR IF NO AGREEMENT HAS BEEN REACHED WITHIN 45 DAYS AFTER BARGAINING HAS BEGUN. THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT SHALL COMMENCE IMMEDIATELY UPON THE CONCLUSION OF BARGAINING, AND SHALL TERMINATE AT THE END OF THE FISCAL YEAR.

(2) THE COLLECTIVE BARGAINING AGREEMENT ENTERED INTO PURSUANT TO THIS SUBSECTION WILL INCLUDE NO PROVISIONS WHICH CONCERN SALARIES OR WAGES, RETIREMENT AND PENSION BENEFITS, OR WHICH REQUIRE THAT THE COUNTY COUNCIL APPROPRIATE ADDITIONAL FUNDS, OR ENACT, REPEAL, OR MODIFY ANY COUNTY LAW.

(3) THIS SUBSECTION SHALL BE IMPLEMENTED ONLY DURING AND FOR THE FISCAL YEAR IN WHICH THIS ACT BECOMES EFFECTIVE. COLLECTIVE BARGAINING FOR FUTURE FISCAL YEARS SHALL BE GOVERNED BY THE SUBSECTIONS SET FORTH HEREAFTER.

2. On pages 22 through 26, reletter "(a)", "(b)", "(c)", "(d)", "(e)", "(f)", "(g)", "(h)", "(i)", "(j)", and "(k)" to be "(B)", "(C)", "(D)", "(E)", "(F)", "(G)", "(H)", "(I)", "(J)", "(K)", and "(L)".

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: Right of Union to Veto Reappointment of Labor  
Relations Administrator, but not to Formally Nominate Appointees

1. On page 11, in line 7, strike "first".
2. On page 11, in line 9, strike "4" and substitute "5".
2. On page 11, after line 9, insert:

"HOWEVER, SHE WILL NOT BE REAPPOINTED IF, DURING THE PERIOD BETWEEN  
60 AND 30 DAYS BEFORE THE EXPIRATION OF THE TERM, THE CERTIFIED  
REPRESENTATIVE FILES A WRITTEN OBJECTION TO THE REAPPOINTMENT WITH  
THE COUNTY EXECUTIVE."

3. On page 11, strike lines 10 through 22..

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: Council Participation in  
Nomination of Appointees

1. On page 11, in line 14, strike "and" and substitute a comma.
2. On page 11, in line 15, after "Officer," insert "AND THE COUNTY COUNCIL,"

Amendments to Bill 19-86  
County Employee Collective Bargaining

Subject: Continuation of State Merit System  
Employees in Meet & Confer

1. On page 4, in line 22, strike the period and insert "EXCEPT STATE MERIT  
SYSTEM EMPLOYEES WHO WERE COVERED BY IT PRIOR TO THE ENACTMENT OF ARTICLE  
VII.".

Amendments to Bill 19-86  
County Employee Collective Bargaining

By: Councilmember Gelman

1. On page 22, after line 11 insert:

- "(a) (1) THIS SUBSECTION APPLIES ONLY DURING THE FISCAL YEAR IN WHICH THIS ARTICLE TAKES EFFECT. THEREAFTER, THE FOLLOWING SUBSECTIONS GOVERN COLLECTIVE BARGAINING.
- (2) THE EMPLOYER AND A CERTIFIED REPRESENTATIVE MUST START BARGAINING AS SOON AS AN EMPLOYEE ORGANIZATION IS CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT UNDER THIS ARTICLE. THIS BARGAINING MUST NOT CONTINUE FOR MORE THAN 60 DAYS. EITHER PARTY MAY REQUEST THE ASSISTANCE OF A MEDIATOR IF THE PARTIES HAVE NOT REACHED AN AGREEMENT WITHIN 45 DAYS AFTER BARGAINING BEGINS.
- (3) THE TERM OF A COLLECTIVE BARGAINING AGREEMENT UNDER THIS SUBSECTION STARTS AS SOON AS THE PARTIES REACH AN AGREEMENT AND ENDS AT THE CLOSE OF THE FISCAL YEAR.
- (4) A COLLECTIVE BARGAINING AGREEMENT UNDER THIS SUBSECTION MUST NOT INCLUDE PROVISIONS THAT CONCERN SALARIES, WAGES, OR RETIREMENT AND PENSION BENEFITS, OR THAT REQUIRE THE COUNTY COUNCIL TO APPROPRIATE FUNDS OR TO ENACT, REPEAL, OR MODIFY ANY COUNTY LAW. EXCEPT AS OTHERWISE PROVIDED, SUBJECTS OF BARGAINING FOR AN AGREEMENT UNDER THIS SUBSECTION MUST INCLUDE:
- (A) MECHANICS OF CONTRACT ADMINISTRATION.
- (B) DISCRIMINATION ISSUES.
- (C) WORKING CONDITIONS.
- (D) UNION SECURITY.
- (E) LEAVE, HOLIDAYS, AND VACATIONS.
- (F) UNION RIGHTS AND PRIVILEGES.
- (G) GRIEVANCE ARBITRATION."

2. On pages 22 through 26, reletter "(a)", "(b)", "(c)", "(d)", "(e)", "(f)", "(g)", "(h)", "(i)", "(j)", and "(k)" to be "(b)", "(c)", "(d)", "(e)", "(f)", "(g)", "(h)", "(i)", "(j)", "(k)", and "(l)".



<u>Issue</u>	<u>Mr. Garrett</u> <u>Personnel Director</u>	<u>Mr. Thompson</u> <u>MOGEO</u>	<u>Mr. Williams</u> <u>Maryland AFL-CIO</u>	<u>Mr. Shaw</u> <u>Ride-On</u>	<u>Mr. Keeney</u> <u>MNCPPC FOP</u>	<u>Mr. Simon</u> <u>MCEA</u>
# of units	2	2	2	-	-	-
Exclusions from Units*	as in bill	°include State employees °include Grade 27 and above	°include all except confidential employees °questions definition of supervisor	-	°include State employees °include Grade 27 and above °include Sgts. and Lieutenants	°include State employees °include Grade 27 and above
Selection of Representative	election by a majority of those voting	°support check-off designating incumbent union °oppose 10% call for an election	°oppose majority participation	°support check-off °oppose 10% call for an election	°oppose 10% call for an election	°support check-off °oppose 10% call for an election
Agency Shop	bargainable	bargainable	bargainable	bargainable	-	-
Pensions	bargain fully including defined-benefit	bargain fully including defined-benefit	fully bargainable	fully bargainable	fully bargainable	fully bargainable
Effects Bargaining**	as stated in the bill in Sec. 107(a)(7)	reject bill and use police bargaining provisions	-	-	-	-
Employer Rights	as in the bill Sec. 107(b)	-	questions #7 and #17	-	-	-
Immediate Interim Bargain	oppose	support for non-economic issues	-	-	-	-
Factfinding for Bargaining Impasse	support fact-finding	-	eliminate items which limit the mediator; keep Council out of process	use binding arbitration	use binding arbitration	use binding arbitration
Meet and Confer	-	Maintain for those not in collective bargaining	-	-	-	-

\* Others who spoke against the exclusion of Grade 27 and above were:

Dr. Robert Allnutt, Mr. Ron Phillips, Dr. Rochelle Herman, Dr. Mauricio Cortina, and Ms. Heidi Hsia.

\*\* Dr. Robert Allnutt supports broader effects bargaining.

(67)

### Other Testimony

1. The following expressed support for collective bargaining, citing examples of how it will help:

Keith Prouty, Individual  
Sarita Kubli, Libraries Staff Association  
Darlene Taper, Staff Nurse Council  
Lulu Richardson, Individual, Health Department  
Diana Tash, Individual, Health Department  
Irv Riskind, Individual, Health Department  
Maureen Walter, Police Service Aides Association  
Vincent Foo, MCCSSE  
Dave Robbins, Individual  
Earl Casey, Food and Allied Service Trades Council  
Maria Coleman, Latin American Council for Advancement  
Mark Simon, Building and Construction Trades Council  
Roger Wolfe, Equipment Section, DOT

2. Mr. Harold Wirth, representing the Taxpayers' League, expressed opposition to collective bargaining.
3. Mr. Josh Williams (AFL-CIO) felt the prohibited practices language (Sec. 33-109) is too strident.

## Correspondence Received

### Requested Amendments

1. Dr. Thomas Summers, a Grade 27 Psychologist, wishes to be included in Collective Bargaining.
2. Denise Morton, a member of the dental staff, wishes to have "contracting out" as a bargainable issue.
3. 87 letters were received from DSS employees asking to be included in collective bargaining.

### Opposition

1. Ms. Claire Gunster-Kuby:
  - ° opposes forced requirement for an agency shop;
  - ° does not want those not covered by bargaining to have bargaining agreement forced on them;
  - ° thinks employees are compensated fairly.
2. Ms. Patricia Ross has the following concerns:
  - ° wants a majority participation in any election; a few should not be able to choose for the entire workforce;
  - ° current employees must be given a choice for union membership; opposes paying a union fee to keep her present job; supports no agency shop;
  - ° union should not be able to bargain pensions; supports all pensions being non-bargainable;
  - ° opposes an interim bargain in an election year.
3. Ms. Margaret Mansfield has following suggestions:
  - ° exclude Administrative Aides from bargaining;
  - ° require majority participation in an election.

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ROBERT E. PAUL \*  
MICHAEL T. LEIBIG \*  
WENDY L. KAHN \*  
WILLIAM W. THOMPSON, II \*  
BARBARA KRAFT \*  
KAREN A. TRAMONTANO \*

\*DC \*MD \*VA ONLY IMI

April 18, 1986

Mr. William P. Garrett  
Director of Personnel  
Montgomery County Government  
101 Monroe Street  
Rockville, Maryland 20850

Dear Bill:

The purpose of this letter is to confirm the status of the merit system and its implementing rules and regulations once the proposed collective bargaining bill becomes law.

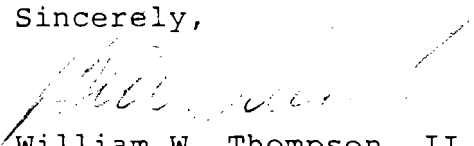
It is our understanding that proposed Section 33-112 of the collective bargaining bill means inter alia, that all merit system rules, policies, and procedures in effect at the time this bill becomes law, and which concern subjects for bargaining, will continue in effect unless and until they are directly amended or affected by a collective bargaining agreement executed by the County and a certified representative.

Section 33-112 exists, in part, to ensure that there will not be a "void" in the merit system inadvertently created as the result of a time delay between the effective date of the law and the first collective bargaining agreement.

April 18, 1986  
Page 2

If you or anyone else who receives a copy of this letter have any disagreement with our understanding of the meaning of Section 33-112, please inform me as soon as possible.

Sincerely,

  
William W. Thompson, II

WWT:dy

cc: Hon. Charles W. Gilchrist  
William H. Willcox, Esquire  
Art Spengler  
Jim Torgesen



## Montgomery County Government

April 25, 1986

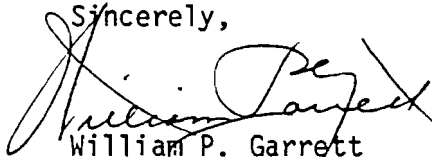
Mr. William Thompson  
Zwerdling, Paul, Leibig, Kahn and Thompson, P.C.  
1025 Connecticut Avenue, N.W.  
Suite 307  
Washington D.C. 20036

Dear Bill:

This is a response to your letter dated April 18, 1986. As you are perhaps aware, the full Council will begin deliberation of the draft bargaining law in work sessions in late May. As a result of those worksessions, there may be amendments to the draft resulting in additions or deletions of language which would otherwise alter the meaning of the bill as it is now constituted. We believe that it is therefore premature to make any assumptions as to the status of "merit system rules, policies and procedures" during the initial stages of the law, although your position is not unreasonable.

Nevertheless, our reading of Section 33-112 does not coincide with your interpretation that "all merit system rules, policies and procedures in effect at the time this bill becomes law, and which concern subjects of bargaining will continue in effect unless and until they are directly amended or affected by a collective bargaining agreement...." To the contrary, the bill currently states that laws, executive orders, regulations adopted by the County that "are or may be considered inconsistent with the provisions of this article shall not be repealed or modified until they are specifically repealed or modified by the County or any department or agency of the County." The language appears to permit inconsistencies to remain in effect until they are specifically repealed or modified. I would recommend that this issue be raised at future Council work sessions so that the language can be clarified and/or the legislative intent be further understood.

Sincerely,

  
William P. Garrett  
Personnel Director

0284B  
WPG:JET

cc: William H. Wilcox  
Arthur W. Spengler ✓

Personnel Office/Employment Division

101 Monroe Street, 7th Floor, Rockville, Maryland 20850, 301/251-2252, TTY 301/279-1094

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May 8, 1986

William H. Willcox, Esquire  
Reed, Smith, Shaw & McClay  
1150 Connecticut Avenue, N.W.  
Washington, DC 20036

Re: Collective bargaining bill and  
the status of the Merit System

Dear Bill:

In reference to my letter of April 18th and Garrett's letter of April 25th, in response I would like to suggest that the bill might be clarified at section 33-112, to read as follows:

Any laws, executive orders, or regulations of the County and any department or agency of the County that are or may be considered inconsistent with the provisions of this article, shall not be held to be repealed or modified until they are specifically repealed or modified by the County, any department or agency of the County, or the provisions of the collective bargaining agreement between the County and a certified representative.

I would welcome any comments you might have.

Very truly yours,

  
William W. Thompson, II

WWT/kem

cc: Arthur W. Spengler ✓  
William P. Garrett

Positions excluded from Collective Bargaining by Grade 27 and Above exclusion:

5	Architects	Grade 27
3	Dentist II	Grade 29
7	Physician I	Grade 33
<u>7</u>	Physician II	Grade 34
<u><u>22</u></u>		

AWS/jm  
B725/1



MONTGOMERY COUNTY MARYLAND  
PERSONNEL/DIVISION OF CLASSIFICATIONDATE 09/17/85  
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GRADE 04	1060	N	RECREATOR IV
GRADE 05	1175	N	LIBRARY DESK ASSISTANT
	2412	N	LABORATORY HELPER
	2877	N	SOCIAL SERVICES AIDE I
	9218	N	GENERAL CLERK I
	9252	N	MESSENGER-CLERK
GRADE 06	0666	N	RETIRED SR VOLUNTEER PROGRAM AIDE
	4535	N	PARKING CASHIER I
	5309	N	BUILDING SERVICE WORKER I
	5315	N	BUILDING ATTENDANT
	9226	N	CLERK-TYPIST I
GRADE 07	2876	N	SOCIAL SERVICES AIDE II
	3515	N	CROSSING GUARD
	5232	N	PUBLIC SERVICE WORKER I
	5242	N	MOTOR POOL ATTENDANT I
	5245	N	GENERAL MAINTENANCE WORKER I
	9007	N	DATA PREPARATION OPERATOR I
	9217	N	GENERAL CLERK II
GRADE 08	1168	N	LIBRARY MESSENGER/CLERK
	2110	N	DENTAL ASSISTANT
	3416	N	CENTREX TELEPHONE OPERATOR
	4042	N	ENGINEER AIDE I
	4468	N	TRANSIT AIDE
	5180	N	PRINTING SERVICES AIDE
	5190	N	MAIL CLERK
	5231	N	*PUBLIC SERVICE WORKER II
	5244	N	*GENERAL MAINTENANCE WORKER II
	5308	N	*BUILDING SERVICE WORKER II
	8117	N	TRK DRVR HLPR/WAREHOUSE WKR

## GRADE 08 (CONTINUED)

9225 N \*CLERK-TYPIST II  
9250 N DRIVER-MESSENGER

## GRADE 09

0132 N PUBLIC SERVICES INTERN  
0720 N LEGISLATIVE INTERN  
1148 N MINI-COMPUTER SYSTEM OPERATOR  
2875 N SOCIAL SERVICES AIDE III  
4534 N PARKING CASHIER II  
5012 N MECHANICS HELPER  
5054 N APPRENTICE PAINTER  
5178 N PRINTING EQUIPMENT OPERATOR I  
5227 N APPRENTICE SIGN FABRICATOR  
5241 N MOTOR POOL ATTENDANT II  
9006 N \*DATA PREPARATION OPERATOR II  
9012 N DATA CONTROL SPECIALIST I  
9107 N ADMINISTRATIVE AIDE I  
9205 N OFFICE ASSISTANT I  
9237 N SUPPLY CLERK I  
9264 N WORD PROCESSING OPERATOR I

## GRADE 10

0623 N COMMUNITY SERVICES AIDE I  
0881 N INFORMATION & REFERRAL AIDE I  
1166 N LIBRARY ASSISTANT I  
1170 N BOOKMOBILE DRIVER CLERK  
2702 N HEALTH ROOM TECHNICIAN I  
2704 N HEALTH CLINIC TECHNICIAN  
2707 N HEARING & VISION SCREENING TECHNICIAN  
3098 N FINGERPRINT IDENTIFICATION CLERK  
3428 N ELECTRONICS EQUIPMENT MECHANIC  
3510 N PARKING ENFORCEMENT OFFICER I  
3512 N PHOTOGRAPHIC AIDE  
4525 N PARKING METER COLLECTOR-REPAIRER I  
5019 N AUTOMOTIVE MAINTENANCE DISPATCHER  
5034 N APPRENTICE MASON  
5044 N APPRENTICE CARPENTER  
5064 N APPRENTICE PLUMBER  
5074 N APPRENTICE ELECTRICIAN  
5084 N APPRENTICE H V A C MECHANIC  
5216 N APPRENTICE TREE CLIMBER  
8017 N LIQUOR STORE CLERK I  
9106 N \*ADMINISTRATIVE AIDE II

MONTGOMERY COUNTY MARYLAND  
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## GRADE 10 (CONTINUED)

9204 N OFFICE ASSISTANT II  
9262 N \*WORD PROCESSING OPERATOR II

## GRADE 11

0687 N CONSUMER AFFAIRS AIDE I  
1019 N RECREATION OUTREACH WORKER I  
3509 N PARKING ENFORCEMENT OFFICER II  
3535 N SECURITY OFFICER I  
4321 N REFUSE DISPOSAL CASHIER I  
4466 N BUS OPERATOR  
5011 N APPRENTICE MECHANIC  
5016 N APPRENTICE AUTOBODY REPAIRER  
5177 N \*PRINTING EQUIPMENT OPERATOR II  
5230 N PUBLIC SERVICE WORKER III  
5243 N GENERAL MAINTENANCE WORKER III  
8114 N CONSOLE OPERATOR  
9005 N DATA PREPARATION OPERATOR III  
9011 N \*DATA CONTROL SPECIALIST II  
9105 N ADMINISTRATIVE AIDE III  
9203 N OFFICE ASSISTANT III  
9236 N \*SUPPLY CLERK II

## GRADE 12

0522 N COMPUTER OPERATOR I  
0622 N COMMUNITY SERVICES AIDE II  
0880 N INFORMATION & REFERRAL AIDE II  
1160 N LIBRARY TECHNICIAN  
1165 N LIBRARY ASSISTANT II  
2105 N DENTAL HYGIENIST  
2420 N X-RAY TECHNICIAN  
2701 N HEALTH ROOM TECHNICIAN II  
2703 N MENTAL HEALTH ASSISTANT  
4041 N \*ENGINEER AIDE II  
4047 N DRAFTER I  
4459 N TRANSIT INFORMATION ASSISTANT  
4523 N PARKING METER MECHANIC I  
4524 N PARKING METER COLLECTOR/REP II  
5113 N EQUIPMENT OPERATOR I  
5307 E BUILDING CLEANING SUPERVISOR I  
8016 N LIQUOR STORE CLERK II  
8120 N WAREHOUSE EQUIPMENT OPERATOR  
9104 N ADMINISTRATIVE AIDE IV  
9202 N OFFICE ASSISTANT IV  
9235 N SUPPLY CLERK III

## GRADE 13

3425	N	COMMUNICATIONS EQUIPMENT TECHNICIAN I
3501	N	POLICE SERVICES AIDE
3503	N	ABANDONED VEHICLE SPECIALIST
3506	N	PARKING ENFORCEMENT OFFICER III
4320	N	REFUSE DISPOSAL CASHIER II
4458	N	TRANSIT EQUIPMENT TECHNICIAN
5053	N	*PAINTER I
5112	N	EQUIPMENT OPERATOR II
5213	N	WORK FORCE LEADER I
5215	N	*TREE CLIMBER
5226	N	*SIGN FABRICATOR I
5229	N	PUBLIC SERVICE CRAFTSWORKER
9270	N	RECORDS CENTER ASSISTANT

## GRADE 14

0215	N	ACCOUNTING ASSISTANT
0521	N	*COMPUTER OPERATOR II
0534	N	COMPUTER ANALYST/PROGRAMMER TRAINEE
0618	N	RELOCATION COUNSELOR
0619	N	COMMUNITY ACTIVITIES COORDINATOR
0621	N	COMMUNITY SERVICES AIDE III
0663	N	PROGRAM SPECIALIST
0686	N	*CONSUMER AFFAIRS AIDE II
0867	N	AUDIOVISUAL PRODUCTION SPECIALIST
1018	N	RECREATION OUTREACH WORKER II
1163	E	LIBRARY ASSISTANT SUPERVISOR
2814	N	SOCIAL WORKER ASSISTANT I
3096	N	POLICE TECHNICIAN I
3182	N	FIRE/RESCUE COMMUNICATIONS TRAINEE
3530	N	DEPUTY SHERIFF I (PRIVATE)
3534	N	SECURITY OFFICER II
4046	N	*DRAFTER II
4119	N	APPRENTICE TRAFFIC SIGNAL TECHNICIAN
4421	N	PLANNING TECHNICIAN I
4441	N	GRAPHIC DESIGNER I
4462	N	TRANSIT CONTROLLER
4522	N	PARKING METER MECHANIC II
5014	N	GROUPS EQUIPMENT MECHANIC
5052	N	PAINTER II
5111	N	EQUIPMENT OPERATOR III
5176	N	PRINTER I
5189	E	SUPERVISOR OF MAIL SERVICES

MONTGOMERY COUNTY MARYLAND  
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## GRADE 14 (CONTINUED)

5225	N	SIGN FABRICATOR II
5306	E	BUILDING CLEANING SUPERVISOR II
8020	N	LIQUOR ORDER ASSISTANT
8112	N	TRUCK DRIVER/WAREHOUSE WORKER
9004	E	DATA PREPARATION SUPERVISOR
9103	N	ADMINISTRATIVE AIDE V
9112	N	OFFICE AUTOMATION ADMINISTRATOR I
9201	E	OFFICE SUPERVISOR

## GRADE 15

0672	E	EMPLOYMENT SPECIALIST I
2226	N	CODE ENFORCEMENT INSPECTOR I
3095	N	*POLICE TECHNICIAN II
3229	N	FOOD SERVICES COORDINATOR
3239	N	CORRECTIONAL OFFICER CANDIDATE
3529	N	*DEPUTY SHERIFF II (PFC)
4037	N	ENGINEER TECHNICIAN I
5010	N	*MECHANIC I
5018	N	AUTOMOTIVE DAMAGE APPRAISER
5033	N	*MASON I
5043	N	*CARPENTER I
5063	N	*PLUMBER I
5212	N	WORK FORCE LEADER II
5214	N	TREE CREW LEADER
6115	N	LEGAL ASSISTANT
8110	N	WAREHOUSE LEADER
9010	E	DATA CONTROL SUPERVISOR
9234	N	SENIOR SUPPLY CLERK

## GRADE 16

0124	N	PERSONNEL ASSISTANT
0135	N	PUBLIC ADMINISTRATION INTERN
0183	E	BUYER I
0409	N	BUDGET ASSISTANT
0520	N	COMPUTER OPERATOR III
0616	N	COMMUNITY DEVELOPMENT TECHNICIAN
0620	E	SENIOR COMMUNITY SERVICES AIDE
0719	E	LEGISLATIVE SENIOR AIDE
1016	E	RECREATION SPECIALIST I
2243	N	CONSTRUCTION CODES REPRESENTATIVE I
2755	E	THERAPEUTIC COUNSELOR I
2813	E	SOCIAL WORKER ASSISTANT II

MONTGOMERY COUNTY MARYLAND  
PERSONNEL/DIVISION OF CLASSIFICATIONDATE 09/17/85  
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## GRADE 16 (CONTINUED)

3170	N	FIREFIGHTER
3180	N	FIRE EDUCATION SPECIALIST
3222	N	PARAMEDIC (CORRECTION & REHAB)
3236	N	CORRECTIONAL OFFICER I (PVT)
3528	N	DEPUTY SHERIFF III (CORPORAL)
4460	N	TRANSIT ANALYST
4521	E	SUPVR PARKING ENFORCEMENT UNIT
5009	N	*MECHANIC II
5015	N	*AUTOBODY REPAIRER
5017	N	WELDER
5032	N	MASON II
5042	N	CARPENTER II
5062	N	PLUMBER II
5073	N	*ELECTRICIAN I
5083	N	*H V A C MECHANIC I
5175	N	PRINTER II
5211	E	WORK FORCE LEADER III
9102	E	SENIOR ADMINISTRATIVE AIDE
9110	N	OFFICE AUTOMATION ADMINISTRATOR II

## GRADE 17

0671	E	*EMPLOYMENT SPECIALIST II
2225	N	*CODE ENFORCEMENT INSPECTOR II
2408	E	LABORATORY SCIENTIST I
3094	N	POLICE TECHNICIAN III
3237	N	*CORRECTIONAL OFFICER II (PFC)
3249	E	CORRECTIONAL SPECIALIST I
3424	N	*COMMUNICATIONS EQUIPMENT TECHNICIAN II
3532	E	SUPERVISOR-SECURITY OFFICERS
4036	N	*ENGINEER TECHNICIAN II
4045	N	DRAFTER III
4420	N	PLANNING TECHNICIAN II
4440	N	GRAPHIC DESIGNER II
4457	E	TRANSIT OPERATIONS SUPERVISOR
5041	N	ASST SUPERVISOR OF CARPENTER SHOP
5050	E	SUPERVISOR OF PAINT SHOP
5072	N	ELECTRICIAN II
5082	N	H V A C MECHANIC II
8012	E	LIQUOR STORE ASSISTANT MANAGER

## GRADE 18

0123	E	PERSONNEL SPECIALIST I
0152	E	ADMINISTRATIVE ASSISTANT I
0157	E	ADMIN AIDE TO THE COUNTY EXECUTIVE
0167	E	MANAGEMENT ANALYST I
0182	E	*BUYER II
0212	E	ACCOUNTANT I
0230	E	AUDITOR I
0277	E	FISCAL ANALYST
0330	E	RIGHT-OF-WAY AGENT I
0428	E	MANAGEMENT & BUDGET SPECIALIST I
0519	E	COMPUTER TECHNICAL/DATA COMM SPEC
0533	E	COMPUTER ANALYST/PROGRAMMER I
0630	E	COMMUNITY ORGANIZATION SPECIALIST I
0837	E	PROGRAM ASSISTANT I
1015	E	*RECREATION SPECIALIST II
1152	E	LIBRARIAN I
2242	N	*CONSTRUCTION CODES REPRESENTATIVE II
2307	E	COMMUNITY HEALTH NURSE I
2308	E	SENIOR CLINIC STAFF NURSE
2606	E	OCCUPATIONAL THERAPIST
2810	E	SOCIAL WORKER I
2840	E	PUBLIC HEALTH SOCIAL WORKER I
3236	N	CORRECTIONAL OFFICER III (CORP)
3527	E	DEPUTY SHERIFF IV (SERGEANT)
4024	E	ENGINEER I
4118	N	*TRAFFIC SIGNAL TECHNICIAN I
5008	N	MECHANIC LEADER
5030	E	SUPERVISOR OF MASON SHOP
5081	N	ASST SUPERVISOR OF H V A C SHOP
5304	E	SUPERVISOR BUILDING CLEANING SECTION
5312	E	PROPERTY MANAGER I

## GRADE 19

0283	E	ACCIDENT PREVENTION SPECIALIST I
0638	E	COUNSELING SPECIALIST (CFW)
0645	E	INVESTIGATOR I
0670	E	EMPLOYMENT SPECIALIST III
0709	E	LEGISLATIVE INFORMATION SPECIALIST
0714	N	ASST SECRETARY OF THE COUNTY COUNCIL
2224	N	CODE ENFORCEMENT INSPECTOR III
2246	E	CONSTRUCTION CODES ANALYST I
2407	E	LABORATORY SCIENTIST II
2602	E	PHYSICAL THERAPIST
2706	E	NUTRITIONIST

## GRADE 19 (CONTINUED)

2711	E	HEALTH EDUCATOR
2718	E	PUBLIC HEALTH ADVISOR
3248	E	*CORRECTIONAL SPECIALIST II
3505	N	LATENT PRINT EXAMINER
3650	N	CONSTRUCTION REPRESENTATIVE
4035	N	ENGINEER TECHNICIAN III
4117	N	TRAFFIC SIGNAL TECHNICIAN II
4456	E	TRANSIT SERVICES SUPERVISOR
4520	E	SUPVR PARKING METER UNIT
5007	E	MECHANIC SUPERVISOR
5040	E	SUPERVISOR OF CARPENTER SHOP
5085	E	FACILITIES EQUIPMENT SUPERVISOR
5210	E	WORK FORCE LEADER IV
8108	E	WAREHOUSE SUPERVISOR

## GRADE 20

0146	E	PUBLICATIONS & GRAPHICS SUPERVISOR
1013	E	SENIOR RECREATION SPECIALIST
2839	E	PUBLIC HEALTH SOCIAL WORKER II
3093	E	POLICE TECHNICIAN SUPERVISOR
3148	E	FIRE/RESCUE INSTRUCTOR
3168	E	FIRE SERGEANT
3235	E	CORRECTIONAL OFFICER IV (SGT)
3422	N	COMMUNICATIONS SYSTEM SUPERVISOR
5060	E	SUPERVISOR OF PLUMBING SHOP
5070	E	SUPERVISOR OF ELECTRICAL SHOP
5080	E	SUPERVISOR OF H V A C SHOP
5170	E	PRINT SHOP MANAGER
8009	E	LIQUOR STORE MANAGER
9232	E	AUTOMOTIVE SUPPLY SUPERVISOR

## GRADE 21

0122	E	PERSONNEL SPECIALIST II
0151	E	*ADMINISTRATIVE ASSISTANT II
0166	E	*MANAGEMENT ANALYST II
0181	E	SENIOR BUYER
0211	E	*ACCOUNTANT II
0229	E	*AUDITOR II
0282	E	ACCIDENT PREVENTION SPECIALIST II
0329	E	*RIGHT-OF-WAY AGENT II
0426	E	MANAGEMENT & BUDGET SPECIALIST II
0517	E	COMPUTER OPERATIONS SUPERVISOR
0532	E	COMPUTER ANALYST/PROGRAMMER II



## GRADE 21 (CONTINUED)

0542 E COMPUTER SYSTEMS PROGRAMMER ASSISTANT  
0614 E COMMUNITY DEVELOPMENT COORDINATOR I  
0629 E COMMUNITY ORGANIZATION SPECIALIST II  
0644 E \*INVESTIGATOR II  
0717 E LEGISLATIVE ANALYST I  
0811 E INFORMATION OFFICER I  
0836 E PROGRAM ASSISTANT II  
0871 E STATE AFFAIRS LEGISLATIVE ASST I  
1144 E LIBRARY SYSTEMS SPECIALIST  
1151 E LIBRARIAN II  
2223 E CODE ENFORCEMENT SUPERVISOR  
2245 E CONSTRUCTION CODES ANALYST II  
2306 E \*COMMUNITY HEALTH NURSE II  
2717 E SENIOR PUBLIC HEALTH ADVISOR  
2720 E CHILD DEVELOPMENT SPECIALIST  
2754 E \*THERAPEUTIC COUNSELOR II  
2809 E \*SOCIAL WORKER II  
3067 E POLICE SERGEANT  
3247 E CORRECTIONAL SPECIALIST III  
3403 E TELEPHONE SERVICES MANAGER  
3519 E FORENSIC CHEMIST  
3526 E DEPUTY SHERIFF V (LIEUTENANT)  
3670 E FAC REMODELING & RENOVATION SPECIALIST  
4023 E \*ENGINEER II  
4115 E SUPVR TRAFFIC SIGNAL UNIT  
4306 E LANDFILL SUPERVISOR  
4404 E ASSOCIATE PLANNER  
4479 E TRANSIT MARKETING SPECIALIST  
4530 E SUPVR PARKING FACILITIES MAINTENANCE  
5005 E SHOP SUPERVISOR  
5205 E DISTRICT SUPERVISOR  
5206 E ARBORIST  
5223 E SUPVR SIGN AND MARKING UNIT  
5311 E \*PROPERTY MANAGER II

## GRADE 22

1012 E RECREATION SUPERVISOR  
2241 E CONSTRUCTION CODES FIELD SUPERVISOR  
2425 E SUPERVISOR OF LABORATORY SERVICES  
2601 E SUPVR PHYSICAL THERAPY PROGRAMS  
2611 E AUDIOLOGIST  
3233 E CORRECTIONAL TEAM LEADER  
4031 E SENIOR ENGINEER TECHICIAN

## GRADE 22 (CONTINUED)

5023 E MAINTENANCE SUPERINTENDENT (DF&amp;S)

## GRADE 23

0121 E \*PERSONNEL SPECIALIST III  
0142 E EXEC SEC TO COMMISSION ON AGING  
0150 E ADMINISTRATIVE ASSISTANT III  
0165 E MANAGEMENT ANALYST III  
0209 E FINANCIAL SUPERVISOR  
0328 E RIGHT-OF-WAY AGENT III  
0424 E MANAGEMENT & BUDGET SPECIALIST III  
0531 E COMPUTER ANALYST/PROGRAMMER III  
0613 E \*COMMUNITY DEVELOPMENT COORDINATOR II  
0643 E INVESTIGATOR III  
0716 E LEGISLATIVE ANALYST II  
0810 E INFORMATION OFFICER II  
0834 E PROGRAM MANAGER  
0870 E STATE AFFAIRS LEGISLATIVE ASST II  
1008 E AQUATIC PROGRAMS SUPERVISOR  
1140 E LIBRARY SYSTEMS MANAGER  
1150 E LIBRARIAN III  
2305 E COMMUNITY HEALTH NURSE III  
2309 E NURSE PRACTITIONER  
2504 E PSYCHOLOGIST I  
2753 E THERAPEUTIC COUNSELOR III  
2838 E \*PUBLIC HEALTH SOCIAL WORKER III  
3167 E FIRE LIEUTENANT  
3246 E CORRECTIONAL SPECIALIST IV  
3402 E CHIEF COMMUNICATIONS MAINT SECTION  
3525 E DEPUTY SHERIFF VI (CAPTAIN)  
4403 E \*PLANNER

## GRADE 24

0713 E SECRETARY OF THE COUNTY COUNCIL  
1054 E RECREATION PROGRAM COORDINATOR I  
1137 E SENIOR LIBRARIAN  
2808 E SOCIAL WORKER III  
2845 E CHILD PROTECTION COORDINATOR  
3065 E POLICE LIEUTENANT  
3231 E ASST CHIEF CUSTODY & SECURITY  
3244 E CHIEF OF INMATE SERVICES  
3607 E FIRE PROTECTION ENGINEER  
4022 E ENGINEER III  
5202 E ASST CH SERVICES SECTION (DOT)  
6108 E ATTORNEY I

## GRADE 25

0120	E	SENIOR PERSONNEL SPECIALIST
0125	E	SUPVR EMPLOYEE SAFETY PROGRAMS
0148	E	INFORMATION AND RESEARCH ASST
0162	E	MANAGEMENT SPECIALIST
0173	E	DEPUTY ELECTIONS ADMINISTRATOR
0174	E	ASST PUBLIC ADVOCATE ASSMTS TAXATION
0188	E	AGRICULTURAL RESOURCES COORDINATOR
0207	E	FINANCIAL PROGRAMS MANAGER
0422	E	*SENIOR MGT & BUDGET SPECIALIST
0530	E	*SENIOR COMPUTER ANALYST/PROGRAMMER
0541	E	*COMPUTER SYSTEMS PROGRAMMER I
0611	E	SENIOR COMMUNITY DEVELOPMENT COORD
0707	E	LEGISLATIVE OVERSIGHT PROG EVALUATOR
0715	E	LEGISLATIVE ANALYST III
0832	E	PROGRAMS DEVPMT & EVALUATION OFFICER
1130	E	COMMUNITY LIBRARIAN
2010	E	HEALTH PROGRAM COORDINATOR
2304	E	NURSE MANAGER
2503	E	PSYCHOLOGIST II
2705	E	SENIOR NUTRITIONIST
2710	E	SENIOR HEALTH EDUCATOR
3146	E	FIRE/RESCUE PROGRAM DEVELOPMENT OFCR
3150	E	EXEC SECRETARY FIRE/RESCUE COMMISSION
3418	E	COMMUNICATIONS SYSTEMS ENGINEER
3518	E	CHIEF FORENSIC CHEMIST
3660	E	CAPITAL PROJECTS COORDINATOR
4010	E	ASST CH HIGHWAY MAINTENANCE SECTION
4021	E	SENIOR ENGINEER
4402	E	SENIOR PLANNER
5303	E	LEASING CONTRACT SPECIALIST

## GRADE 26

0180	E	CHIEF PROCUREMENT SECTION
0265	E	CHIEF MATERIEL MANAGEMENT SECTION
0711	E	LEGISLATIVE INFORMATION COORDINATOR
1007	E	RECREATION AREA DIRECTOR
1053	E	RECREATION PROGRAM COORDINATOR II
1125	E	REGIONAL LIBRARIAN
2248	E	CHIEF REFUSE REG & COLLECT SECT
2835	E	CHIEF PUBLIC HEALTH SOCIAL WORKER
3165	E	FIRE CAPTAIN
3230	E	CHIEF CUSTODY & SECURITY
3524	E	CHIEF DEPUTY SHERIFF
5025	E	CHIEF OF MAINTENANCE (DF&S)

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## GRADE 26 (CONTINUED)

5150	E	CHIEF OF PRINTING & MAIL SERVICES
5201	E	CHIEF SERVICES SECTION (DOT)
5301	E	CHIEF OF CLEANING SERVICES
5322	E	CHIEF ENGINEERING SECTION

## GRADE 27

0087	E	COMMUNITY CRISIS CENTER DIRECTOR
0119	E	ASST TO PERS DIR FOR LABOR RELATIONS
0127	E	ORGANIZATION DEVP & TRAINING MANAGER
0138	E	ADMINISTRATIVE SERVICES COORDINATOR
0206	E	ASST CHIEF DIV OF ACCOUNTING
0226	E	CHIEF AUDITING SECTION
0246	E	ASST CHIEF DIV OF REVENUE
0420	E	MANAGEMENT & BUDGET SUPERVISOR
0528	E	COMPUTER APPLICATIONS SUPERVISOR
0540	E	COMPUTER SYSTEMS PROGRAMMER II
0661	E	CH DIV SVS TO HANDICAPPED INDIVIDUALS
0696	E	CHIEF DIVISION OF CHILDREN & YOUTH
1110	E	LIBRARY PROGRAMS COORDINATOR
2008	E	HEALTH CARE CENTER DIRECTOR
2232	E	CHIEF LICENSURE & REGULATORY SERVICES
2240	E	ENVIRONMENTAL PROTECTION MANAGER
2303	E	NURSE ADMINISTRATOR
2502	E	PSYCHOLOGIST III
3063	E	POLICE CAPTAIN
4011	E	CHIEF CONSTRUCTION SECTION
4015	E	CHIEF DESIGN SECTION
4017	E	CHIEF SUBDIVISION DEVELOPMENT SECTION
4019	E	FACILITIES & SVS ENGINEER SPECIALIST
4103	E	CHIEF TRAFFIC OPERATIONS SECTION
4106	E	CHIEF TRAFFIC PLAN & SURVEY SECTION
4401	E	PLANNING PROGRAM COORDINATOR
4406	E	ARCHITECT
4476	E	TRANSIT CHIEF
4510	E	CHIEF PARKING OPERATIONS SECTION
4512	E	CHIEF PARKING ENGINEERING SECTION
5003	E	EQUIPMENT MANAGER
6107	E	*ATTORNEY II
8101	E	CHIEF WAREHOUSE DIVISION

## GRADE 28

0079 E DIRECTOR COMMUNITY SERVICES CENTER  
0163 E SENIOR MANAGEMENT SPECIALIST  
0203 E MONEY & INVESTMENT MANAGER  
0325 E CHIEF RIGHT-OF-WAY ACQUISITION  
0608 E CHIEF OF HOUSING & COMMUNITY DEVP  
0680 E DEPUTY DIR OFFICE OF CONSUMER AFFAIRS  
0712 E SENIOR LEGISLATIVE ANALYST  
1106 E ASST CHIEF LIBRARY PUBLIC SERVICES  
1108 E REGIONAL ADMINISTRATOR  
3163 E ASSISTANT FIRE CHIEF  
3401 E CHIEF OF COMMUNICATIONS (DFS)  
3602 E ASST CHIEF DIV CONST CODES ENFORCEMENT  
4002 E ENGINEERING SERVICES COODINATOR  
4009 E CHIEF HIGHWAY MAINTENANCE SECTION  
4102 E ASST CH DIV OF TRAFFIC ENGINEERING  
4502 E ASST CH DIVISION OF PARKING  
5310 E CHIEF OF SPACE & LEASING MANAGEMENT

## GRADE 29

0064 E PUBLIC ADVOCATE ASSESSMENTS & TAXATION (NM)  
0095 E INFORMATION DIRECTOR  
0110 E CHIEF DIV OF CLASSIFICATION & COMP  
0112 E CHIEF DIVISION OF EMPLOYMENT  
0114 E CHIEF DIVISION OF EMPLOYEE SERVICES  
0260 E CHIEF DIVISION OF RISK MANAGEMENT  
0405 E CAPITAL IMPROVEMENTS PROGRAM MANAGER  
0503 E TECHNICAL SUPPORT MANAGER (OMB)  
0513 E APPLICATIONS SYSTEMS MANAGER (OMB)  
0606 E ASST DIR OFF OF ENVIRONMENTAL PLAN  
0692 E CHIEF DIVISION OF ELDER AFFAIRS  
1051 E CHIEF DIVISION OF RECREATION PROGRAMS  
1103 E CHIEF LIBRARY TECHNICAL OPERATIONS  
2104 E PUBLIC HEALTH DENTIST I  
2301 E CHIEF NURSE  
2501 E PSYCHOLOGIST IV

## GRADE 30

0065 E DIR DEPT ANIMAL CONTROL & HUMANE TREAT (NM)  
0089 E DIR COMMUNITY USE EDUC FACILITIES SVS  
0097 E ELECTIONS ADMINISTRATOR  
0179 E CHIEF DIV PROCUREMENT & MATERIEL MGT  
0205 E CHIEF DIV OF ACCOUNTING  
0245 E CHIEF DIV OF REVENUE

## GRADE 30 (CONTINUED)

0703	E	DEPUTY DIRECTOR OF COUNCIL STAFF
3061	E	POLICE MAJOR
3635	E	CHIEF OF ARCHITECTURAL DESIGN/CONST
4457	E	SPECIAL ASSISTANT FOR WMATA AFFAIRS
6106	E	ASSOCIATE COUNTY ATTORNEY
8002	E	CHIEF DIV FINANCIAL & SYSTEM MGT (DLC)
8003	E	CHIEF DIV WHOLESALE OPERATIONS (DLC)
8004	E	CHIEF DIV RETAIL OPERATIONS (DLC)

## GRADE 31

0105	E	COMMUNITY & GOVT RELATIONS SPECIALIST
0202	E	REVENUE & TAX SPECIALIST
0511	E	CHIEF COMPUTER CENTER (OMB)
1105	E	ASSOCIATE LIBRARY DIRECTOR
2103	E	*PUBLIC HEALTH DENTIST II
2803	E	DIRECTOR OFFICE OF MGT SERVICES (DSS)
3202	E	DEPUTY DIRECTOR (DETENTION)
3203	E	DEPUTY DIRECTOR (PRE-RELEASE)
3601	E	CHIEF DIV OF CONST CODES ENFORCEMENT
4301	E	CHIEF DIV OF SOLID WASTE MANAGEMENT
4450	E	DIRECTOR OFF TRANSPORTATION PLANNING

## GRADE 32

0067	E	DIRECTOR OFF OF ENVIRONMENTAL PLANNING
0071	E	DIRECTOR OFF OF DESIGN & CONSTRUCTION
0073	E	EXEC DIR OFFICE OF CONSUMER AFFAIRS
0077	E	EXEC SEC TO COMMISSION FOR WOMEN
0080	E	EXEC DIRECTOR TO HUMAN RELATIONS COMM
0082	E	EXEC SEC TO MERIT SYS PROTECTION BOARD
0104	E	ASST DIR DEPT OF FACILITIES & SERVICES
0404	E	CHIEF INTERAGENCY ANAL & REVIEW DIVISION
0510	E	CHIEF MANAGEMENT SYSTEMS (OMB)
0602	E	DEPUTY DIR DEPT HOUSING & COMM DEVP
2007	E	HEALTH CARE SERVICES ADMINISTRATOR
3060	E	POLICE LIEUTENANT COLONEL
3440	E	CHIEF CABLE TV & TELECOMMUNICATIONS
4003	E	CHIEF DIV OF TRANSPORTATION ENG
4005	E	CHIEF DIV OF OPERATIONS
4101	E	CHIEF DIV OF TRAFFIC ENGINEERING
4470	E	CHIEF DIVISION OF TRANSIT SERVICES
4501	E	CHIEF DIVISION OF PARKING
5001	E	CHIEF DIV OF EQUIPMENT MANAGEMENT
6105	E	SENIOR ASSISTANT COUNTY ATTORNEY

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## GRADE 33

0059	E	DIRECTOR OFFICE OF STATE AFFAIRS	(NM)
0103	E	ASSISTANT CHIEF ADMINISTRATIVE OFFICER	
0201	E	DEPUTY DIR DEPT OF FINANCE	
0403	E	CHIEF BUDGETS DIVISION	
2001	E	ASSOCIATE HEALTH DIRECTOR	
2006	E	PHYSICIAN I	

## GRADE 34

2005	E	PHYSICIAN II	
2101	E	CHIEF DENTAL HEALTH SERVICES	

## GRADE 35

0054	E	DIRECTOR OFF OF ECONOMIC DEVELOPMENT	(NM)
0101	E	SENIOR ASSISTANT CHIEF ADMIN OFFICER	
2004	E	*PHYSICIAN III	
6101	E	DEPUTY COUNTY ATTORNEY (RESEARCH)	
6121	E	HEARING EXAMINER	(NM)

## GRADE 36

0022	E	DIRECTOR DEPT OF ENVIRONMENTAL PROTECT	(NM)
0027	E	DIRECTOR DEPT OF FIRE/RESCUE SERVICES	(NM)
0030	E	DIRECTOR DEPT OF PUBLIC LIBRARIES	(NM)
0042	E	DIRECTOR DEPT OF CORRECTION AND REHAB	(NM)
0045	E	DIRECTOR DEPT OF FACILITIES & SERVICES	(NM)
0046	E	PERSONNEL DIRECTOR	(NM)
0047	E	DIRECTOR DEPT OF FAMILY RESOURCES	(NM)
0050	E	DIRECTOR DEPARTMENT OF RECREATION	(NM)
0052	E	DIRECTOR DEPT OF HOUSING & COMM DEVP	(NM)
0704	E	DIRECTOR OFF OF LEGISLATIVE OVERSIGHT	(NM)
2002	E	MEDICAL PROGRAM SPECIALIST	
6120	E	ADMINISTRATIVE HEARING EXAMINER	(NM)

## GRADE 38

0702	E	DIRECTOR OF COUNCIL STAFF	(NM)
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GRADE 39

0005	E	COUNTY ATTORNEY	(NM)
0010	E	COUNTY HEALTH OFFICER	(NM)
0015	E	DIRECTOR DEPT OF TRANSPORTATION	(NM)
0017	E	DIRECTOR DEPARTMENT OF POLICE	(NM)
0020	E	DIRECTOR DEPARTMENT OF FINANCE	(NM)
0021	E	DIRECTOR OFFICE OF MANAGEMENT & BUDGET	(NM)
0035	E	DIRECTOR DEPT OF LIQUOR CONTROL	(NM)

GRADE 40

0001	E	CHIEF ADMINISTRATIVE OFFICER	(NM)
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